

# VEHICLE STORAGE AGREEMENT

Dated \_\_\_\_\_

## BETWEEN AND RECITALS

TASQUA MANAGEMENT SERVICES PTY LTD ABN 50 102 359 295 (“TMS”)  
 (“Owner”)

- A. TMS is the operator of the business known as CARS Classic Race and Storage which operates from the Premises.
- B. The Owner is the owner of the Vehicle more particularly described in the Schedule.
- C. At the request of the Owner, TMS has agreed to rent vehicle parking space from TMS and TMS has agreed to store the Vehicle, on the terms and conditions provided for in this Agreement.

## 1. DEFINITIONS

1.1 In this Agreement:

- (a) “**Claim**” includes any claim, demand, writ, summon, action, suit, proceeding, judgment, order, decree, damage, cost (including legal and other professional costs), loss (including consequential loss) and expense (including any consequential increase in any cost or expense) and includes a claim arising in tort for negligence or otherwise (including negligent misrepresentation) for restitution or otherwise at law or in equity.
- (b) “**Premises**” means the building situated at 124 Enterprise Street, Kunda Park, Queensland 4556.
- (c) “**Storage Fees**” means the storage fees payable by the Owner to TMS at the rates provided for in the TMS Vehicle Storage Fee Schedule.
- (d) “**Storage Period**” means the period described in the Schedule. Despite any other provision of this Agreement to the contrary, the Storage Period must be a minimum period of 2 months.
- (e) “**TMS Vehicle Storage Fee Schedule**” means the schedule of fees from time to time
- (f) “**Vehicle**” means the vehicle described in the Schedule and includes all fixtures, fittings, chattels original equipment or aftermarket equipment or modifications in or for use in connection with the Vehicle.

## 2. PAYMENT FOR VEHICLE STORAGE AND SERVICES

- 2.1 The Owner must pay for the Storage Fees for the Vehicle storage at the rates from time to time applicable in accordance with the TMS Vehicle Storage Fee Schedule by equal monthly instalments in advance on the first day of each month. Save for the minimum Storage Period of 2 months, for any subsequent period less than 1 month, the Owner must pay TMS the Storage Fee proportionately by reference to the number of days for which the Owner is paying and the number of days in the relevant month during which this Agreement is terminated or cancelled.
- 2.2 If agreed between the parties, the Owner may pay and TMS will accept, advanced payments for Storage Fees for the agreed Storage Period (for example, 6 months advanced payment of Storage Fees for a 6 month Storage Period; 12 months advanced payment of Storage Fees for a 12 month Storage Period).
- 2.3 The Storage Fee may be increased from time to time by TMS. TMS will provide the Owner at least 30 days’ notice in writing of any change to the Storage Fee.
- 2.4 The Owner must pay to TMS for charges for any other services performed by TMS at the request of the Owner and any Storage in excess of the Storage Period from time to time applicable in accordance with the TMS Vehicle Storage Fee Schedule.
- 2.5 The Owner must pay legal costs (on a full indemnity basis) incurred by TMS in enforcing (or attempting to enforce) this Agreement including recovering payment of any money due under this Agreement any costs of exercising the rights granted to TMS pursuant to this Agreement.
- 2.6 The Owner must make payment under this Agreement to TMS or as directed by TMS and by the method required by TMS, on time without deduction and without demand (unless this Agreement specifies otherwise).

## 3. STORAGE OF VEHICLE

- 3.1 Subject to payment of the Storage Fees, TMS will store the Vehicle in the Premises. Storage shall be at the risk of the Owner.
- 3.2 The Owner must provide TMS the keys and any access codes or security devices required and/or immobilization processes to be followed to start the Vehicle at the time of delivery and prior to the commencement of the Storage Period.
- 3.3 TMS will from time to time perform any other services as the parties agree at the rates applicable from time to time applicable in accordance with the TMS Vehicle Storage Fee Schedule.
- 3.4 The Owner must, at its own cost and expense, ensure that when delivered at the commencement of the Storage Period the Vehicle is clean does not suffer from any leaks, including but not limited to oil leaks or engine coolant leaks.
- 3.5 Storage of the Vehicle shall be at the Owner’s risk. The Owner must at its own cost and expense, insure and maintain insurance for the Vehicle for the Storage Period. The Owner must:

- (a) prior to commencement of the Storage Period; and
  - (b) if reasonably requested by TMS at any time during the Storage Period, within 5 Business Days of any request,
- provide TMS evidence of this insurances required under this clause 3.5.

#### **4. RELOCATION**

- 4.1 TMS may in its discretion relocate or drive the Vehicle within the Premises without notice to the Owner. The Owner authorises TMS to drive the Vehicle where necessary. This authorisation extends to TMS, its employees and its agents.

#### **5. LIEN**

- 5.1 The Owner grants TMS a lien over the Vehicle for all charges pursuant to the Agreement including any expenses incurred by TMS in accordance with this Agreement.

#### **6. VEHICLE ABANDONMENT**

- 6.1 Unless prior written agreement is reached with TMS, if a Vehicle remains at the Premises for a period in excess of 60 days or if a Vehicle remains at the Premises for a period in excess of 60 days after the expiration of the Storage Period then the Vehicle will be deemed abandoned and the Owner authorises TMS to deal with the Vehicle in any manner that TMS deems fit, including but not limited to moving the Vehicle to other premises or disposing of the Vehicle in accordance with the terms of this Agreement.

#### **7. OWNER'S WARRANTIES**

- 7.1 The Owner warrants and represents to TMS that at the date of this Agreement:

- (a) The Owner has legal title to the Vehicle;
- (b) The Vehicle is free from all encumbrances, claims or liens;
- (c) The Owner is not bankrupt nor has any receiver been appointed over or in respect of any of the Owner's assets;
- (d) The Owner has not, at the date of this Agreement, agreed to sell the Vehicle.

- 7.2 If any act, matter or thing occurs or becomes known to the Owner which is inconsistent with the warranties and representations contained in this clause, or if the warranties and representations contained in this clause are incapable of being given, the Owner must immediately give TMS written notice of that act, matter or thing.

#### **8. SALE OF VEHICLE BY OWNER**

- 8.1 Where at any stage during the Storage Period of this Agreement the Owner sells the Vehicle to a third party ("**New Owner**"), the Owner must provide notice to TMS to that effect. Where:

- (a) the New Owner intends to continue storage of the Vehicle following the date of sale and purchase of the Vehicle, the Owner will do all things necessary to assist TMS in procuring from the New Owner a vehicle storage agreement on the same (or similar) terms to this Agreement;
- (b) the New Owner does not intend to continue storage of the Vehicle following the date of sale and purchase of the Vehicle, the Owner must promptly providing notice to TMS to that effect.

- 8.2 In the event the Vehicle is sold, the Owner shall remain liable for Storage Fees until:

- (a) the date on which the New Owner enters into a vehicle storage agreement on the same (or similar) terms to this Agreement; or
- (b) the date on which the New Owner permanently removes the Vehicle from storage in the Premises,

whichever is the latter.

#### **9. ACKNOWLEDGEMENT RISK AND INDEMNITIES**

- 9.1 The Owner acknowledges that:

- (a) vehicle washing and detailing may be performed on other vehicle in the Premises, including a vehicle in close proximity to the Vehicle;
- (b) the Vehicle is in the condition as described in the Condition Report at the time that TMS takes possession of the Vehicle;
- (c) TMS provides storage services only and does not necessarily store Vehicle according to manufacturers' requirements or any other special requirements unless the Owner and TMS agree to such requirements and the Owner agrees to pay additional charges as set from time to time in the TMS Vehicle Storage Fee Schedule.

- 9.2 The Owner uses the services of TMS (including the storage of the Vehicle) at own risk and in particular, the risk in the Vehicle remains with the Owner.

- 9.3 The Owner releases TMS from any liability, action or demand due to any damage, loss (including consequential), injury or death occurring on or near Vehicle or in or near the Premises arising from any cause whatsoever including the negligence of TMS or from matters referred to in clause 1.1(a).

- 9.4 Without limiting the generality of the above clause, the Owner releases TMS from any liability, action or demand due to damage:

- (a) caused by electrical failure;
- (b) which is damage to Vehicle door handles; or
- (c) caused by mechanical failure.

9.5 The Owner indemnifies TMS, its employees and agents from and against all claims, demands, actions, loss, costs and expenses brought or made against or suffered or incurred by TMS arising directly or indirectly out of:

- (a) the actions, omissions or negligence of the Owner and the Owner's servants or agents (including any contractor employed by the Owner);
- (b) any default by the Owner under this Agreement;
- (c) misuse by the Owner of any facilities or services made available by TMS; or
- (d) any other cause other than the sole negligence of TMS its employees and agents

9.6 To the extent permitted by law, all conditions, warranties, terms and obligations expressed or implied in by law in any way relating to goods or services ("Prescribed Terms") are excluded and (without limiting clauses 9.2 or 9.3) TMS will not be liable in contract, tort, negligence, breach of statutory duty or otherwise to the Owner or any other person in respect of any loss or damage, including loss of property or profit, claims or demands of any nature arising directly out of the use of the Premises by the Owner or any other person, the provision of any other service to the Owner or in relation to the Vehicle. If liability for breach of a Prescribed Term cannot be excluded but is capable of limitation it is hereby limited at the option of the resupply of the goods or payment of the costs of such resupply of services or payment of the costs of such resupply (as the case may be).

## **10. CLAIMS**

10.1 Any claims made by the Owner with respect to the condition of the Vehicle after the Storage Period must be made within one hour of the Vehicle being returned to the Owner by TMS. The Owner releases and forever holds harmless TMS for any claims not notified to TMS in that time.

10.2 If the Owner fails to complete a Condition Report at the beginning of the Storage Period than TMS may (although is not obliged to) complete a Condition Report, in which case the Owner accepts this Condition Report. If TMS does not complete a Condition Report, then the Owner forfeits any right the Owner may have either in law or in equity against TMS with respect to the condition of the Vehicle.

## **11. CHANGE OF ADDRESS AND NOTICE**

11.1 The Owner must notify TMS immediately of and change in the Owner's address or contact details. TMS may serve any notice by forwarding it by post to the address last notified by the Owner and the notice shall be deemed to have been received on the day that the notice should have arrived in the ordinary course of the post.

## **12. INTEREST ON OVERDUE AMOUNTS**

12.1 Without limiting any other right or remedy available to TMS, whether under this Agreement, at law, in equity or otherwise, the Owner agrees to pay to TMS interest on any amount due to TMS under this Agreement at the rate 2.5% for each month or part of a month that such amounts remain unpaid after the due date for payment. If TMS obtains a judgement against the Owner, the Owner must pay interest on the amount of the judgement at the higher of the rate prescribed by legislation or the rate specified under this clause for each month or part of the month that the judgement remains unpaid.

## **13. ACCESS AND REMOVAL OF VEHICLE**

13.1 TMS reserves the right to impose conditions as to the time and manner of access to the Vehicle by the Owner or any person authorised by the Owner and is not obliged to provide access to the Vehicle or to permit its removal from the Premises unless TMS is satisfied that the person or persons seeking access to the Vehicle are properly authorised by the Owner.

13.2 TMS shall be entitled to refuse access to the Vehicle and to prevent its removal where moneys are owing by the Owner to TMS or if TMS exercises its lien pursuant to clause 5.

13.3 The Owner must pay TMS the applicable Storage Fee for any period which TMS retains possession of the Vehicle as a consequence of the exercise of the lien referred to in clause 5 and that lien shall extend over any Storage Fee charged pursuant to this clause.

13.4 Access to the Premises is strictly limited to personnel authorised by TMS.

13.5 Temporary removal of a Vehicle requires a minimum of 48 hours prior notice. Unless agreed by prior arrangement with TMS, removal of any Vehicle must occur between the hours of 8.30am to 5.30pm Monday to Friday. Removal of any Vehicle in contravention of the requirements of this clause 13.5 (namely, without 48 hours prior notice, on a weekend or public holiday) will incur additional charges in accordance with the rates provided for in the TMS Vehicle Storage Fee Schedule.

13.6 Inspection of any Vehicle must be by prior appointment with TMS.

13.7 Permanent removal of a Vehicle, unless otherwise agreed, requires 30 days prior written notice to TMS. The Owner must pay Storage Fees for the minimum Storage Period of 2 months prior to acceptance of any Vehicle by TMS for storage. Permanent removal of any Vehicle after this time in accordance with this Agreement will result in a pro-rata refund of any Storage Fees paid in advance (if any).

## **14. TERMINATION**

14.1 TMS or the Owner may terminate this Agreement at any time by giving the other 30 days' prior written notice.

- 14.2 If the Owner breaches this Agreement than TMS may notify the Owner of the breach and, if that breach is not remedied within 5 Business Days, TMS may immediately terminate this Agreement by written notice to the Owner.
- 14.3 Upon termination of this Agreement (whether by termination under this clause or otherwise) the Owner must immediately remove the Vehicle from the Premises and pay all outstanding Storage Fees and other money payable to TMS pursuant to this Agreement. For the purpose of this provision, Storage Fees will continue to accrue from the date of termination until the date of removal and payment.
- 14.4 The expiry of this Agreement (whether by termination under this clause or otherwise) shall not prejudice or effect any rights or remedies available to TMS under this Agreement, at law, in equity or otherwise.
- 14.5 Transfer of title in the Vehicle (whether by sales or otherwise) will not terminate this Agreement and the Owner remains liable under this Agreement until this Agreement is discharged or TMS enters an agreement with the new owner.

**15. GENERAL CONDITIONS**

15.1 The Owner:

- (a) must only use the storage facility of TMS for storage of the Vehicle and may not store in or with the Vehicle any goods that are hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or that are a risk to property or person (except to the extent that the goods of such nature are ordinarily found in Vehicle and cannot be reasonably removed from the Vehicle);
- (b) cannot assign this Agreement without the prior express written consent of TMS;
- (c) gives permission to TMS to discuss any matter arising under this Agreement with the Alternative Contact;
- (d) must comply with all reasonable directions given to the Owner by TMS's employees charged with the administration of the Premises.

**16. CREDIT CARD PAYMENT**

- 16.1 The Owner authorises TMS to charge the Owner's credit card for any payments that are due and owing to TMS by the Owner under this Agreement.

**17. PRIVACY**

- 17.1 TMS holds all information it obtains about the Owner pursuant to the Privacy Principles of the *Privacy Act 1988*.
- 17.2 Information is collected for the purposes of carrying out this Agreement or enforcing the TMS's rights under this Agreement.

**18. GENERAL PROVISIONS**

18.1 **Costs**

Each party shall pay their own costs of and incidental to this Agreement

18.2 **Severance**

The covenants, undertakings and conditions contained in this Agreement are severable and be so construed as not to infringe any laws which may affect this Agreement. If such covenant, undertaking or condition on its true interpretation is found to infringe any such laws, the covenant, undertaking or condition shall be read down to the extent as may be necessary to ensure that it does not infringe any such law and as may be reasonable in all the circumstances so as to give it a valid operation or a partial character. In the event that the infringing covenant, undertaking or condition cannot be so read down, it shall be deemed void and severable and shall be deemed deleted from this Agreement to the same extent and effect as if never incorporated herein and the parties hereto shall negotiate with each other for the purpose of substituting an appropriate clause, so far as is practicable, in lieu of such deleted covenant, undertaking or condition.

18.3 **Merger**

Notwithstanding completion of the agreement contemplated by this Agreement, any general or special condition or any part or parts of this Agreement to which effect is not given by such completion and capable of taking effect after completion shall remain in full force and effect.

18.4 **Law**

This Agreement shall be interpreted according to and enforced pursuant to the laws of the State of Queensland and each party hereby submits to the jurisdiction of the Courts of and in that State located in Brisbane.

**19. COUNTERPARTS**

- 19.1 This Agreement may be signed in any number of counterparts and email or facsimile counterparts, and all such counterparts taken together are deemed to constitute one and the same instrument.

## SCHEDULE

<b>OWNER'S NAME:</b>		
<b>CONTACT DETAILS:</b>	<b>Address:</b>	
<b>PHONE:</b>		
<b>EMAIL:</b>		
<b>ALTERNATIVE CONTACT:</b>	<b>Name:</b>	
<b>ADDRESS:</b>		
<b>PHONE:</b>		
<b>EMAIL:</b>		
<b>COMMENCEMENT DATE:</b>		
<b>STORAGE PERIOD:</b>	<b>From:</b>	<b>To:</b>
<b>VEHICLE DESCRIPTION:</b>	<b>Make:</b>	<b>Model:</b>
	<b>Colour:</b>	<b>Type:</b>
<b>REGISTRATION NUMBER:</b>		
<p><b><u>INITIAL STORAGE FEE PER MONTH:</u></b></p> <p>\$400.00 per calendar month inclusive of GST (subject to review in accordance with this Agreement).</p> <p>Should you require a Trickle Charge on your vehicle, this is at a cost of \$5.50/month inclusive of GST.</p>		

**SIGNED** as an Agreement

**EXECUTED** for and on behalf of  
**TASQUA MANAGEMENT SERVICES PTY LTD**  
**ABN 50 102 359 295** in the presence of:

) .....  
) **(Authorised Signatory)**  
) .....  
) **(Name of Authorised Signatory in Full)**

**SIGNED SEALED AND DELIVERED** by the Owner )  
in the presence of: )

.....  
**(Owner's Signature)**

.....  
**(Signature of Witness)**

.....  
**(Owner's Name in Full)**

.....  
**(Name of Witness in Full)**

Do you authorise use of photographs of your vehicle for business advertising purposes?

YES

NO